

CONTRACT PERIOD THROUGH JUNE 30, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BUS CARDS AND PASSES – SOLE SOURCE [NIGP 96217]**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JUNE 04, 2003**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm
Attach

Copy to: Clerk of the Board
Portia Lomax, Human Resources
Nancy Santos, Human Resources
Lauro Martinet, Public Health
Russ Wellborn, Juvenile Probation
Carmen Ledesma, Materials Management

(Please remove Serial 98161-SC from your contract notebooks)

Bus Card Plus Program Conditions [NIGP 96217]

The following conditions have been set forth by Phoenix Transit System (hereinafter referred to as PTS), a private contractor for Valley Metro, and must be agreed upon by any organization, corporation, or agency (hereinafter referred to as the customer) interested in participating in the Bus Card Plus Program.

The parties as defined above do mutually agree as follows:

1. PTS Responsibilities

- a. PTS shall provide magnetically encoded cards to the Customer and shall distribute the cards to the Customer as needed at a charge of \$.50 each. PTS will replace magnetic cards as they expire every two years at a charge of \$.50 each.
- b. PTS will invoice the Customer monthly by providing the Customer with a monthly billing summary itemizing totals for each cardholder by serial number. Our billing period runs from the 26th of the month to the 25th of the following month. All charges are based on rides taken during this period. The Customer shall be billed on or about the seventh business day of each month for the previous billing period's transactions.
- c. Detailed reports of each card holder's actual rides, (including routes, times, and dates,) are available for \$10 per month and can be provided on hard copy, 3 1/2 or 5 1/4 disk, or magnetic tape.

2. Customer Responsibilities

- a. The Customer will distribute magnetic cards to its employees and/or clients and is fully responsible for all charges related to the use of each card. The Customer must order a minimum of twenty cards initially however, they are not obligated to distribute to any minimum number or specific group of employees and/or clients.
- b. The Customer will immediately notify PTS of lost or stolen cards and will be responsible for costs incurred because of lost or stolen cards.

3. Payments

- a. The fare and pass rate schedule set forth in this section is subject to change. The City Council of all Valley Metro cities set the fare and pass rate and all changes within.
- b. The Customer will pay no more than the cost of a monthly pass for each cardholder. Costs of monthly passes are as follows:

1. Local	\$34.00/month
2. Local & Express	\$51.00/month
3. Youth	\$17.00/month
4. Senior	\$17.00/month
5. Disabled	\$17.00/month
- c. If total amount of transactions of each cardholder is less than the cost of a monthly pass, the Customer will be billed for only those transactions. Costs of each transaction are as follows:

1. Local	\$1.25 per ride
2. Express	\$1.75 per ride
3. Youth	\$.60 per ride
4. Senior	\$.60 per ride
5. Disabled	\$.60 per ride

The Customer will pay PTS the amount of the monthly billing within 30 days from the date they receive their invoice. Any accounts past due 90 days shall be subject to cancellation of their agreement with PTS. All cards issued to the Customer will be invalidated until payment is received. Invoices not paid when due shall bear interest at the rate of 1.5 percent per month from the date due until paid.

Term and Termination of Agreement

1. The agreement between the Customer and PTS may be terminated without cause by either party upon 30 days prior written notice.
2. If the Customer fails to perform its obligations under these conditions in a timely manner, PTS shall thereupon have the right to terminate their agreement without prior written notice.

ATC PHOENIX, 302 N 1ST AVENUE SUITE #640, PHOENIX, AZ 85003

PRICING SHEET S041301/B0603381 NIGP 96217

TERMS: NET 30

FEDERAL TAX ID NUMBER: 86-0778312

VENDOR NUMBER: 860778312 A

CONTACT PERSON: Alex Potter

TELEPHONE NUMBER: (602) 495- 7283

FAX NUMBER: (602) 261-8756

CONTRACT PERIOD: TO COVER PERIOD ENDING **June 30, 20013.**